



XS VIP Program Terms and Conditions

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1. XS LTD, a company registered in Seychelles with registration number 8428765-1 (hereinafter referred to as “XS” or “the Company”) offers the XS VIP Program (hereinafter referred to as the “Program” or the “VIP Program”) which is a membership type loyalty program offered by the Company to selected clients (hereinafter referred to as “Client(s)” and/or Member(s)).

2. Please read these Terms and Conditions and ensure you understand the qualification requirements, VIP Benefits and Rewards (hereinafter collectively referred to as “Benefits”).

3. By participating in the Program, you agree to be bound by the current Terms and Conditions as well as the Client Services Agreement as found in the “Legal” section of the Company’s website, and any other document and/or policy and/or notice and/or information made available on the Company’s official website, as amended or updated from time to time. It is the sole responsibility of the Client to regularly review the Company’s website for any such updates, amendments, or supplementary materials that shall govern the provision of the respective services.

4. VIP Program membership is offered at the discretion of XS and eligibility for participation to the program may not be available to Clients that reside in certain jurisdictions. The Company may refuse to offer membership to any client at its absolute discretion.

5. Members of the Program will be categorised into tiers for the VIP Program calendar quarters in accordance with paragraphs 6, 7 and the respective information found in the “Loyalty VIP Program” section of the Company’s Website. Qualification and entitlement to one of the VIP Membership tiers (3 stars, 4 stars, 5 stars, 6 stars and 7 stars) depends on the following two criteria: (1) the lifetime amount of the deposits (in USD) made by each Client from the point of registration of his/her Personal Area¹ ; and, (2) the total sum of trading volume (in USD)² calculated for each calendar quarter in accordance with paragraph 7 of the present terms. For the avoidance of doubt, only one Personal Area will be taken into consideration for the calculation of lifetime deposits and trading volumes.

6. VIP Program calendar quarters are as follows:

Quarter 1 - from the first day of January until the last day of March;

Quarter 2 - from the first day of April until the last day of June;

Quarter 3 - from the first day of July until the last day of September;

Quarter 4 - from the first day of October until the last day of December.

7. Tier qualification/ requalification happens on the first day of the new quarter. The total lifetime deposits made up until the first day of the new quarter and the sum of the trading volume for the previous (finished) quarter are used to calculate a Client’s tier. More information about the membership tiers and the qualification criteria, shall be communicated by the Company and/or made available on the Company’s official website, as amended or updated from time to time.

8. When a Client meets the qualification criteria for a specific tier based on results from the previous quarter, that tier status will be applied for the duration of the new quarter. At the

¹ The calculation of lifetime deposits excludes all internal transfers

² Trading volume calculations are limited to open and/or closed orders

beginning of the next (following) quarter, a Client can requalify and remain in the same tier, downgrade, upgrade or lose the VIP Program membership for that quarter.

9. Clients will receive a notification from XS confirming their tier for the new quarter. Clients can also check their current membership information in the Personal Area on XS website.

10. Clients cannot have multiple VIP Program memberships simultaneously. In the event that the same Client qualifies for various VIP tiers based on the qualification from different Personal Areas, only the Personal Area with the highest VIP tier will be selected for participating in the program.

11. VIP Program tiers may be changed or revoked at any time at XS' absolute discretion.

12. VIP Program benefits and rewards can only be used by the Client for the duration of a Client's qualification for a specific tier and may be found on [VIP Clients Program \(XS VIP\)](#). Should the Client not requalify for any of VIP Program tiers, benefits and rewards will no longer be available.

13. Benefits may be provided by XS and/or third parties. VIP Program benefits and rewards are not redeemable for cash, refundable or exchangeable. Benefits cannot be purchased by, sold to, bartered or otherwise transferred to other persons. XS reserves the right to change VIP Program benefits and rewards at any time. XS will not be responsible in any way for the benefits/services provided by third parties. XS reserves the right to discontinue relationships with VIP Program third parties at any time without notice to the Clients.

14. From time to time XS may run exclusive campaigns and activities that are open to VIP Program members only. Specific Terms and Conditions of such initiatives will be communicated separately.

15. All Members hereby expressly consent and grant permission to XS to use the Member's first name, country of residence, performance data and testimonials for publication on any of XS' websites and also for XS marketing objectives.

16. A Client may terminate his/her VIP Program membership anytime by sending an email to customer support at support@xs.com, stating that they no longer wish to be a Member of the VIP Program. Moreover, the following are amongst the reasons for termination of your Membership to the Program: a. Violation of any laws and/or applicable regulations and/or the current Terms and Conditions or any other terms and conditions of XS including without limitation Client Agreement, Partnership Agreement, Bonus Terms & Conditions and campaigns/contests /program Terms and Conditions, as published in the website of the Company; b. The Client acts in bad faith and/or abusively and/or fraudulently and/or in a manner not in line with the VIP Program.

17. XS reserves the right at any time at its absolute discretion to terminate the VIP Program. Should this happen, XS will notify VIP Program Members in writing five (5) working days in advance.

18. Any termination in accordance with paragraphs 16 and 17 above, will result in a loss of all membership benefits and rewards.

19. XS processes personal information in order to offer the VIP Program and may, for this purpose, disclose such information to third parties, including, but not limited to, hotel and travel agents, event organizers and regulatory or local authorities, upon request. XS may, unless otherwise

advised, use and publish the information for promotional and marketing purposes. Such information may be derived from email, telephone or any other channel of communication.

20. XS reserves the right at its sole discretion to amend, suspend, cancel or terminate the VIP Program, any of the benefits, and these Terms and Conditions at any time without bearing any responsibility or liability in this regard. Clients ought to review the applicable terms, as per the information published in the Company's website, as these shall be amended from time to time.

21. Except for any liability that cannot be excluded by law, XS (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the program, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under XS's control); (b) any theft, unauthorised access or third party interference; (c) any variation in benefit/prize value to that stated in these Terms and Conditions; (d) any tax liability incurred by the Client; or (e) use of a benefit including attendance at events included as part of the prize.

22. These Terms and Conditions are made in English and any other language translation is provided as a convenience only. In the event of any inconsistency or discrepancy between the English text and its translation in any other language, the English text shall prevail.

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